instrument must show a fair and *bona fide* statement of the case. *Pacific Land Asso. et al v. Hunt,* 105 Cal. 202.

HIGHWAYS—WATER MAINS—ADDITIONAL SERVITUDE.—BALTIMORE CO. WATER AND ELECTRIC CO. v. DURREUIL, 66 ATL. (MD.). 439.—*Held,* that the only right the public acquires in an ordinary country highway, the fee of which is in the abutting owner, is the easement of passage and its incidents, and the laying of water pipes therein is an additional servitude.

In the use of streets for public purposes the rule is said to be that the rights of the abutter, as between him and the public, are substantially the same whether the fee is in him subject to the public use or is in the city in trust for street purposes. *Barney v. Koebuck,* 94 U. S. 324-340; *Mollandin v. Union Pacific Ry. Co.,* 14 Fed. 394. The law presumes that when men lay out land and dedicate it to the public for street purposes they contemplate the use of the street for all such usages as may arise in the course of time. *Magee v. Overshiner,* 150 Ind. 127; *Cater v. No. Tel. Ex. Co.,* 60 Minn. 539. It has been held in some cases that when the public acquires a street, it may be used for all street purposes consistent with the proper use of a street. *Julia Bld. Asso. v. Bell Tel. Co.,* 88 Mo. 258; *Parsons v. Waterville and Oakland St. Ry.,* 101 Me. 173. A distinction has been recognized, however, between the use of rural or country highways and the use of streets in cities and towns. *Kincaid v. Ind. Nat. Gas Co.,* 124 Ind. 577; *Penn. Ry. Co. v. Mont. Co. Pass. R. Co.,* 167 Pa. St. 62. *Contra, Lincoln v. Comm.,* 164 Mass. 1; *Hardman v. Cabot,* 7 L. R. A. (new series) 506. These courts hold that in the ordinary country highway the easement is one of passage merely. *Sterling's Appeal,* 111 Pa. St. 35; *Mackenzie's Case,* 74 Md. 47. And does not include the permanent and exclusive appropriation of any part thereof by the laying of water pipes, gas pipes, and the like. *Consumers Gas Trust Co. v. Huntsinger,* 14 Ind. App. 156; *Ward v. Triple St. Nat. Gas Co.,* 25 Ky. L. Rep. 116.

MASTER AND SERVANT—NEGLIGENCE OF SERVANT—SCOPE OF EMPLOYMENT. —BAMBERG v. INTERNATIONAL RY. CO., 103 N. Y. SUPP. 297. Plaintiff, a passenger on an open street car, was injured by the pole of a wagon belonging to defendant being driven into the car in a collision at a street crossing. The driver of the wagon disobeyed instructions, and permitted a boy to drive the team prior to the collision. The boy drove the team at a trot toward the crossing, and, seeing he was unable to stop in time to prevent the collision, called to the driver, who seized the reins, which had been at all times within his reach, but was unable to stop in time. *Held,* that the boy at the time of the accident, though not within the employ of the defendants, was engaged in their business, and that they were therefore liable, both for his negligence and the negligence of the driver.

MUNICIPAL CORPORATIONS—POLICE POWER—TRADING STAMPS.—CITY AND COUNTY OF DENVER v. FRUEAUFF, 88 PAC. 389 (COL.).—*Held,* that an ordinance forbidding any gift enterprise, defined to include the giving of any trading stamp or other device which shall entitle the purchaser of property to receive from any person or corporation other than the vendor any property other than that actually sold, is not justifiable as an exercise of the police power.

MUNICIPAL CORPORATIONS—PUBLIC IMPROVEMENTS—SUFFICIENCY OF BIDS. —STIMSON v. HANLEY, 90 PAC. 945 (CAL.).—*Held,* that where bids were

invited for the paving of a street as one work, bids for less than the whole work were not in response to the invitation, and might be disregarded.

Contracts to the lowest bidder are governed by statutes and they are designed rather for the benefit and protection of the public than the bidder. *The State ex rel. State Journal Co. v. McGrath,* 91 Mo. 386. Officials vested with the power usually must award the contract to the person submitting the lowest bid in response to the invitation, *Carter v. Kalloch,* 56 Cal. 335; *Dement v. Rokker,* 126 Ill. 174. Bids for a contract made up of several sections must be considered as for an indivisible contract, *Santa Rosa Lighting Co. v. Woodward,* 119 Cal. 30; *Vincent v. Ellis,* 116 Iowa, 609. In *In re Mahan,* 20 Hun. (N. Y.) 301, and *Matter of the Emigrant Industrial Savings Bank,* 73 N. Y. 395, it was held that a contract made up of several sections must be awarded to the lowest bidder for the whole, not to another bidder who omitted a substantial part of the work to be contracted for.

MUNICIPAL CORPORATIONS—STREETS—DUTIES.—MITCHELL V. TELL CITY, 81 N. E. 594 (IND.).—*Held,* a municipal corporation's duty to keep its streets and sidewalks reasonably safe for public travel is performed when it has prepared and maintained a way of sufficient width, which is smooth and convenient for travel.

It is the duty of a municipal corporation to see that its sidewalks and streets are reasonably safe only, and not as to preclude all possibility of accident. *City of Rockford v. Hilderbrand,* 61 Ill. 155; *Town of Centerville v. Woods et al.,* 57 Ind. 192. And a city is bound to keep its walks in reasonable repair for their entire width. *City of Atlanta v. Milan,* 95 Ga. 135. But *Tritz v. Kansas City,* 85 Mo. 632, holds that a city is bound to keep only so much of its sidewalk in repair as is necessary to render it safe for travel. But defects in sidewalks and streets must be such that a person using ordinary prudence will incur danger in passing over them. *City of Aurora v. Pulfer,* 56 Ill. 270.

NEGLIGENCE—TELEGRAPH COMPANIES—DELIVERY OF MESSAGE—W. U. T. CO. V. GAMBLE, 101 S. W. 1166 (TEX.) Where a telegraph company neglected to deliver a message addressed to one "Gamble," addressee's correct name being "Gambill," and he being well known in the town, *held,* that the company was not relieved of the duty of delivering a message to the addressee.

When the addressee of a telegram is not at the place of address, it is not sufficient for the company to leave the telegram at the place of address, but it must use reasonable diligence to find him. *W. U. T. Co. v. De Jarles,* 8 Tex. Civ. App. 109. So also it was held in the case of *W. U. T. Co. v. Wood,* 56 Kan. 737, that when the person to whom the message was addressed, was out of town, so that personal delivery could not be made, it was the duty of the company to deliver the message either to those in charge of the business, or to the members of his family at his residence. The law has even been carried so far as to say, that even though the telegraph company made an ineffectual attempt to find the addressee, it is liable, when as a matter of fact, the addressee lived in the town. *W. U. T. Co. v. McKibben,* 114 Ind. 511, and in the case of *W. U. T. Co. v. Newhouse,* 6 Ind. App. 422, it was held not sufficient to leave the telegram at the specified address, when the addressee could have been found by looking in the city directory. The greatest care must be used in locating the addressee, as in the case of *Herran v. W. U. T. Co.,* 90 Iowa 129, where the telegraph company might have located the addressee by greater diligence. The court in *Pope v. W. U. T. Co.,* 9 Ill.